

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI  
SOUTHERN DIVISION

HOBBS CONSTRUCTION , LLC § PLAINTIFF  
§  
v. § Civil No. 1:12CV281-HSO-RHW  
§  
DEVELOPMENT ENTERPRISES, ET AL. § DEFENDANTS

**JUDGMENT BY DEFAULT**

THIS CAUSE came before the Court on the Motion of Defendant/Counter-Plaintiff, Balch & Bingham LLP (“Counter-Plaintiff”), for a Default Judgment, pursuant to Rule 55(b) of the Federal Rules of Civil Procedure, against the Defendant, Development Enterprises, Inc. (“Defendant”), as to Counter-Plaintiff’s Counterclaim/Crossclaim to Interplead Funds (“Counterclaim”). The Court finds that Defendant has been duly served with Counter-Plaintiff’s Counterclaim; that Defendant is not an infant or unrepresented incompetent person; that Defendant has failed to plead or otherwise defend as to Counter-Plaintiff’s Counterclaim; and a default [39] was duly entered against Defendant on November 20, 2012.

Accordingly,

**IT IS, THEREFORE, ORDERED AND ADJUDGED** that, the Motion for Default Judgment [46] filed on December 5, 2012, by Balch & Bingham, LLP, against Defendant Development Enterprises, Inc. is **GRANTED**.

**IT IS, FURTHER, ORDERED AND ADJUDGED** that, judgment is entered against Defendant, Development Enterprises, Inc., in favor of Counter-

Plaintiff, Balch & Bingham LLP, as to its Counterclaim/Crossclaim to Interplead Funds against Defendant.

**IT IS, FURTHER, ORDERED AND ADJUDGED** that, in accordance with the documentary evidence received by the Court in support of Counter-Plaintiff's Counterclaim, as more fully set forth in the Agreed Order Allowing Interpleader, Granting Discharge, and Awarding Attorney's Fees [47], entered simultaneously herewith, Counter-Plaintiff Balch & Bingham LLP, shall have and recover from Defendant, those damages set forth in such Agreed Order.

**SO ORDERED AND ADJUDGED**, this the 12<sup>th</sup> day of December, 2012.

*s/ Halil Suleyman Ozerdem*  
HALIL SULEYMAN OZERDEN  
UNITED STATES DISTRICT JUDGE